
HOUSE BILL 1801

State of Washington

58th Legislature

2003 Regular Session

By Representatives Moeller, Clements and Wood

Read first time 02/10/2003. Referred to Committee on Local Government.

1 AN ACT Relating to annexation by cities and towns based on utility
2 service; amending RCW 35.13.180, 35A.14.300, and 64.06.020; creating
3 new sections; and declaring an emergency.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** (1) The legislature finds that the inability
6 of cities and towns to continue to utilize the petition method of
7 annexation established by RCW 35.13.125 through 35.13.160 and
8 35A.14.120 through 35A.14.150 poses a threat to the public peace,
9 health, and safety, and to the support of the state government and its
10 existing public institutions. This threat results from, without
11 limitation, the absence of a statutory means for municipal annexation
12 of property that is unoccupied, or that is occupied only by persons
13 ineligible to vote in city or town elections; the inability of cities
14 and towns to complete annexations that are necessary for orderly
15 implementation of plans, regulations, and ordinances relating to growth
16 management; and the uncertainty regarding enforceability of agreements
17 for municipal water and sewer service provided by cities and towns to
18 customers outside municipal boundaries. The legislature further finds
19 that this threat results from the decision of the Washington state

1 supreme court in *Grant County Fire Protection District No. 5 v. City of*
2 *Moses Lake*, 145 Wn.2d 702 (2002), holding that the petition method of
3 annexation authorized by RCW 35.13.125 through 35.13.160 and 35A.14.120
4 through 35A.14.150 is unconstitutional.

5 (2) The legislature intends this act to provide for a limited
6 method of annexation by cities and towns based on utility service or
7 utility agreements with property owners.

8 **Sec. 2.** RCW 35.13.180 and 1994 c 81 s 11 are each amended to read
9 as follows:

10 (1) City and town ((councils of second class cities and towns))
11 legislative bodies may by a majority vote annex new unincorporated
12 territory outside the city or town limits, whether contiguous or
13 noncontiguous for park, cemetery, or other municipal purposes when such
14 territory is owned by the city or town or all of the owners of the real
15 property in the territory give their written consent to the annexation.

16 (2) City and town legislative bodies may by a majority vote annex
17 new unincorporated contiguous territory outside the city or town limits
18 where the city or town provides, or by agreement with property owners
19 has committed to provide, retail sewer or retail water service to at
20 least seventy-five percent of the territory proposed for annexation.

21 (3) Territory annexed pursuant to subsection (2) of this section
22 must be within the urban growth areas established pursuant to RCW
23 36.70A.110, or, for jurisdictions not planning under RCW 36.70A.040,
24 otherwise qualified for annexation.

25 (4) Prior to a city or town legislative body voting on an
26 annexation pursuant to subsection (2) of this section, the legislative
27 body shall fix a date for a public hearing thereon and cause notice of
28 the hearing to be published in one issue of a newspaper of general
29 circulation in the city or town. The notice shall also contain a legal
30 description of the territory proposed for annexation, shall be posted
31 in three public places within the territory proposed for annexation,
32 and shall specify the time and place of the hearing and invite
33 interested persons to appear and voice approval or disapproval of the
34 annexation.

35 (5) Following the hearing, the city or town legislative body shall
36 determine by ordinance whether annexation shall be made. Subject to
37 RCW 35.02.170, the legislative body may annex all or any portion of the

1 proposed area but may not include in the annexation any territory not
2 described in the notice. Upon passage of the ordinance a certified
3 copy shall be filed with the board of county commissioners of the
4 county in which the annexed territory is located.

5 **Sec. 3.** RCW 35A.14.300 and 1981 c 332 s 7 are each amended to read
6 as follows:

7 (1) Legislative bodies of code cities may by a majority vote annex
8 territory outside the limits of such city whether contiguous or
9 noncontiguous for any municipal purpose when such territory is owned by
10 the city.

11 (2) Legislative bodies of code cities may by a majority vote annex
12 contiguous territory outside the limits of such city where the city
13 provides, or by agreement with property owners has committed to
14 provide, retail sewer or retail water service to at least seventy-five
15 percent of the territory proposed for annexation.

16 (3) Territory annexed pursuant to subsection (2) of this section
17 must be within the urban growth areas established pursuant to RCW
18 36.70A.110, or, for jurisdictions not planning under RCW 36.70A.040,
19 otherwise qualified for annexation.

20 (4) Prior to a city legislative body voting on an annexation
21 pursuant to subsection (2) of this section, the legislative body shall
22 fix a date for a public hearing thereon and cause notice of the hearing
23 to be published in one or more issues of a newspaper of general
24 circulation in the city. The notice shall also contain a legal
25 description of the territory proposed for annexation, shall be posted
26 in three public places within the territory proposed for annexation,
27 and shall specify the time and place of the hearing and invite
28 interested persons to appear and voice approval or disapproval of the
29 annexation.

30 (5) Following the hearing, if the city legislative body determines
31 to effect the annexation, they shall do so by ordinance. Subject to
32 RCW 35A.14.410, the ordinance may annex all or any portion of the
33 proposed area but may not include in the annexation any territory not
34 described in the notice. Upon passage of the annexation ordinance a
35 certified copy shall be filed with the board of county commissioners of
36 the county in which the annexed territory is located.

1 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
2 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A
3 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
4 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,
5 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE
6 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
7 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
8 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
9 INSPECTION, DEFECTS OR WARRANTIES.

10 Seller is/ is not occupying the property.

11

I. SELLER'S DISCLOSURES:

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*If "Yes" attach a copy or explain. If necessary use an attached sheet.

13

1. TITLE

14

Yes No Don't know A. Do you have legal authority to
sell the property?

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Yes No Don't know *B. Is title to the property subject
to any of the following?

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18

(1) First right of refusal

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(2) Option

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(3) Lease or rental agreement

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(4) Life estate?

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Yes No Don't know *C. Are there any encroachments,
boundary agreements, or boundary
disputes?

23

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Yes No Don't know *D. Are there any rights of way,
easements, or access limitations
that may affect the owner's use of
the property?

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Yes No Don't know *E. Are there any written
agreements for joint maintenance
of an easement or right of way?

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Yes No Don't know *F. Is there any study, survey
project, or notice that would
adversely affect the property?

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Yes No Don't know *G. Are there any pending or
existing assessments against the
property?

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Yes No Don't know *(3) If so, is the certificate available?

C. Outdoor Sprinkler System

Yes No Don't know (1) Is there an outdoor sprinkler system for the property?

Yes No Don't know *(2) Are there any defects in the outdoor sprinklersystem?

3. SEWER/SEPTIC SYSTEM

A. The property is served by: Public sewer main, Septic tank system Other disposal system (describe)
.....

Yes No Don't know B. If the property is served by a public or community sewer main, is the house connected to the main?

C. Is the property currently subjecttoasewercapacitycharge?

D. If the property is connected to a septic system:

Yes No Don't know (1) Was a permit issued for its construction, and was it approvedbythecityorcounty following its construction?

(2) When was it last pumped:
....., 19....

Yes No Don't know *(3) Are there any defects in the operation of the septic system?

Don't know (4) When was it last inspected?
....., 19....
By Whom:

Don't know (5) How many bedrooms was the system approved for?
..... bedrooms

Yes No Don't know *E. Do all plumbing fixtures, including laundry drain, go to the septic/sewer system? If no, explain:

Yes No Don't know *F. Areyouawareofanychanges or repairs to the septic system?

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

II. BUYER'S ACKNOWLEDGMENT

- A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects which are known to me/us or can be known to me/us by utilizing diligent attention and observation.
- B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller.
- C. Buyer (which term includes all persons signing the "buyer's acceptance" portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller's signature.

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS RIGHT OF RESCISSION.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE BUYER BUYER

(2) The real property transfer disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential real property. The real property transfer disclosure statement shall be only a

1 disclosure made by the seller, and not any real estate licensee
2 involved in the transaction, and shall not be construed as a warranty
3 of any kind by the seller or any real estate licensee involved in the
4 transaction.

5 NEW SECTION. **Sec. 6.** If any provision of this act or its
6 application to any person or circumstance is held invalid, the
7 remainder of the act or the application of the provision to other
8 persons or circumstances is not affected.

9 NEW SECTION. **Sec. 7.** This act is necessary for the immediate
10 preservation of the public peace, health, or safety, or support of the
11 state government and its existing public institutions, and takes effect
12 immediately.

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